

**CONSULTING AGREEMENT**

C-17-0617

This is an agreement, effective August 15, 2017, to December 31, 2017, between Lane Gewecke Consulting (Lane Gewecke) and the Lancaster County Board of Commissioners (County Board).

Under the terms set forth below, the County Board retains the services of Lane Gewecke to advise and consult with it with respect to its business.

**Terms**

1. Lane Gewecke agrees to provide the County Board with planning services as outlined in the June 14, 2017, proposal attached hereto.

2. The County Board agrees to pay Lane Gewecke a professional fee, the total of which is not to exceed \$6,000, for professional services rendered to the County Board pursuant to this Agreement. In addition to the professional fee, the County Board agrees to pay Lane Gewecke in an amount not to exceed \$200 for the following direct expenses: postage, printing, and mileage at the federal mileage reimbursement rate of 53.5 cents per mile. Lane Gewecke shall invoice the County Board at the end of each calendar month during the term of this Agreement in an amount not to exceed \$1,200 in professional fees for professional services rendered to the County Board during that calendar month, and for direct expenses to be reimbursed for that calendar month. The County Board agrees to pay such invoices within 30 days after the invoice date. A late charge of 1 1/2% interest will be added monthly to late payments.

3. Lane Gewecke shall act at all times as an independent contractor, and nothing contained herein shall be construed to create the relation of principal and agent or employer and employee, between client and consultant. The County Board will report all professional fees paid to Lane Gewecke to the IRS on Form 1099. The tax identification number for Lane Gewecke is 20-8569427.

4. In the event the County Board discloses information to Lane Gewecke considered secret or proprietary (Proprietary Information), Lane Gewecke agrees to maintain the Proprietary Information in confidence and to treat the Proprietary Information with at least the same degree of care and safeguards that it takes with its own Proprietary Information. Lane Gewecke shall use Proprietary Information only in connection with services rendered under this Agreement.

Proprietary Information shall not be deemed to include information that:

- (a) is in or becomes in the public domain without violation of this Agreement; or
- (b) is already in the possession of Lane Gewecke prior to the disclosure thereof by the County Board; or
- (c) is rightfully received from a third entity having no obligation to the County Board and without violation of this Agreement.

5. Either party may terminate this agreement at any time upon thirty (30) days advance written notice or at any time upon agreement of both parties. Upon termination, the County Board agrees to pay Lane Gewecke for all accrued service charges including any non-cancelable commitments.

6. This agreement is not assignable by either party without the consent of the other.

7. Each individual executing this agreement on behalf of a party to this agreement represents and personally warrants that s/he has authority to enter into this agreement on behalf of such party and that this agreement is binding on such party.

Lane Gewecke Consulting

Lancaster County Board of Commissioners

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



LANE GEWECKE CONSULTING

POST OFFICE BOX 6852  
LINCOLN, NEBRASKA 68506

SINCE 1991

June 14, 2017

Ann Ames  
Deputy Chief Administrative Officer  
Lancaster County Board of Commissioners  
County / City Building  
555 South 10th Street  
Lincoln, NE 68508

Dear Ann:

Thank you for the opportunity to propose a planning process for the Lancaster County Board of Commissioners. Based on our discussion, I propose the planning activities noted below:

*Month One:* Initiate planning activities

- Interviews with County Commissioners
- Interviews with County Board staff members
- Interviews with County department heads (optional)

*Month Two:* Summary report of interview results to County Commissioners

*Month Three:* Planning meeting with County Commissioners

1. Develop a common vision for the Lancaster County Board
2. Identify common values and shared understanding for moving forward with the vision

For the process noted above, the total fee for professional services is \$4,000 - \$6,000, with the actual fee dependent on whether – and how many – county department heads are included in the initial information gathering.

Lancaster County Board of Commissioners  
June 14, 2017  
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Direct expenses, in addition to the professional fee, may include copying/printing, mileage (at the current federal rate) and postage. Such expenses are likely to be less than \$200.

Should you decide to accept this proposal, I can send an agreement for signature. A nonrefundable down payment of \$1,000 is required with the signed agreement. The remainder of the professional fee is billed monthly once the work begins.

Feel free to call me at 402-423-8871 if you have any questions.

Sincerely,



Mari Lane Gewecke

NOTE: Prices indicated in this proposal are valid through August 31, 2017. This proposal does not guarantee availability during a specific time period; only a signed contract and down payment will commit time to the project.